

A G R E E M E N T

between

MONROE TOWNSHIP ASSOCIATION OF EDUCATIONAL SECRETARIES

(Gloucester County)

and the

MONROE TOWNSHIP BOARD OF EDUCATION

(Employer)

X JULY 1, 1984 -- JUNE 30, 1987

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PREAMBLE

Know all men by these presents, that pursuant to the provisions set forth in Title 34, Chapter 303, Laws of 1968, and P.L. 123, Laws of 1974 State of New Jersey, entitled "New Jersey Employer-Employee Relations Act," the Monroe Township Board of Education, hereinafter called the "Board" and the Monroe Township Association of Educational Secretaries, hereinafter called the "Association" do hereby enter into this Agreement the 1st day of July, 1984.

Any use of a pronoun in this text is intended for general reference rather than any particular person or sex.

ARTICLE I

RECOGNITION

1:1 The Monroe Township Board of Education hereby recognizes the Monroe Township Association of Educational Secretaries as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel under contract to the Monroe Township Board of Education as indicated herein:

1. Computer Operator/Accounts
Computer Operator/Payroll
2. Secretaries
3. Clerks

But excluding confidential employees as indicated hereafter:

1. Secretary to the Superintendent of Schools
2. Secretary to the Assistant Superintendent of Schools (negotiation)

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor agreement, Chapter 123, P.L. of NJ, 1974, to reach agreement on matters concerning the terms and conditions of employment.
- 2:2 Consistent with Chapter 123, P.L. of NJ, 1974, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- 2:3 Such negotiations shall begin according to the rules and regulations as set forth by P.E.R.C. and the Agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.

- 2:4 Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- 2:5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III.

GRIEVANCE PROCEDURE

3:1 DEFINITION:

Grievance: A "grievance" is any dispute between the parties concerning the meaning or application of the terms and conditions of employment of this Agreement or administrative decisions or Board policies.

3:2 PURPOSE:

The purpose of the following grievance procedure will be to secure, at the most immediate possible administrative level, equitable solutions to the issues which may arise from time to time. Grievances shall be presented in writing in not less than duplicate, and shall be signed by the employee presenting the grievance. The Board and the Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:3 PROCEDURE:

Level One - Principal or Immediate Supervisor (Informal)

Within fourteen (14) school days of the event giving rise to the grievance, an employee with a grievance shall first discuss it with her principal or immediate supervisor either directly or through the Association designated representative, with the objective of resolving this matter informally.

Level Two - Principal or Immediate Supervisor (Formal)

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, she may formally express her grievance in writing within five (5) school days to her principal or immediate supervisor. If no decision has been rendered within five (5) school days after the presentation of the grievance in writing, the aggrieved person may proceed to Level Three. The grievance shall include the date of occurrence.

Level Three - Superintendent

In the event a satisfactory settlement is not reached as provided for in Level Two, an employee or her representative may within five (5) additional school days, present the grievance to the Superintendent. The Superintendent shall grant a hearing to the aggrieved and/or her representative within five (5) school days after the date the grievance is received. The Superintendent's written disposition shall be returned to the employee and/or her representative within five (5) school days after the date of the hearing.

Level Four - Board of Education

If the grievant is not satisfied with the disposition of her grievance at Level Three, she may within five (5) additional school days, submit the grievance to the Board of Education. The Board shall grant a hearing and render a written disposition to the employee or her representative within thirty (30) school days of the presentation.

Level Five - Arbitration

(A) Within ten (10) school days after the written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable

to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association. The parties then shall be bound by the rules and procedures of P.E.R.C.

- (B) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding.
- (C) The Board reserves to itself the right to manage the school district on behalf of the public except for those rights contained herein.
- (D) The cost of arbitration shall be shared equally by both parties.
- (E) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. Only the Board and the aggrieved and her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

ARTICLE IV

EMPLOYEE RIGHTS

- 4:1 No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- 4:2 Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in her position, employment or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of her choice present.
- 4:3 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided it is not done during regularly scheduled working hours and provided that permission has been granted by the Superintendent or his designee. If permission is denied by the Superintendent or his designee, such denial shall be in writing.
- 5:2 The Association and its representatives may have the right to the use of school buildings at reasonable hours for meetings provided it does not interfere with the daily educational programs and permission has been granted by the Superintendent or his designee. If permission is denied by the Superintendent or his designee, such denial shall be in writing.

- 5:3 The Association shall have use of a bulletin board in each office in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and Superintendent for approval. If permission is denied by the Superintendent or his designee, such denial shall be in writing.
- 5:4 The Association may use the school mailboxes in a reasonable manner with the permission of the building principal. If permission is denied by the building principal, such denial shall be in writing.
- 5:5 The President of the Association shall enjoy freedom to enter and leave her assigned building and other buildings at reasonable times when school is in session; and she is not otherwise assigned, provided she notifies her building principal or supervisor, and if she secures permission to enter any other school building or buildings from the building principal or supervisor of that building.

ARTICLE VI

EMPLOYEE-ADMINISTRATION LIAISON

- 6:1 At the request of either party, the Association's representative shall meet with the Superintendent or his designee at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

ARTICLE VII

WORK YEAR - WORK DAY

- 7:1 The work year of all ten (10)-month employees shall be September 1 through June 30 of each year.
- The work year of all twelve (12)-month employees shall be July 1 through June 30 of each year.

- 7:2 Each employee shall have a normal work day of seven (7) hours and thirty (30) minutes, excluding a duty-free lunch period of at least thirty (30) minutes.
- 7:3 Summer work hours will be defined as the first Monday subsequent to the closing of school to the opening of school for district staff as determined by the adopted school calendar.
- 7:4 After three (3) years and one (1) day of uninterrupted continuous service, each employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employee under the provisions of Chapter 137, P.L. of 1960 (18A:17-3 and 18A:17-4).

ARTICLE VIII

OVERTIME

- 8:1 Overtime shall be defined as work in excess of forty (40) hours per week. Overtime compensation shall be one and one-half ($1\frac{1}{2}$) times the hourly rate.
- 8:2 When requested to work during the time school is closed for holidays and vacation periods, the employee shall be compensated additionally at straight time rate for the first forty (40) hours and time and one half for all over forty (40) hours in any weekly period.
- 8:3 All overtime must be mutually agreed upon by both parties and be priorly approved by the immediate supervisor and Superintendent of Schools.

ARTICLE IX

EDUCATIONAL IMPROVEMENT

- 9:1 Any employee who takes a course or courses in the secretarial field related to her position shall be reimbursed toward the tuition of such course or courses to a maximum of \$125.00 per employee for any given year.

- 9:2 Sole approval for the tuition reimbursement must be secured from the Superintendent prior to the employee taking the course.
- 9:3 Courses not directly related to the Secretarial area may be considered upon application to the Superintendent.
- 9:4 Maximum expenditure in any given year shall not exceed \$1,000.00

ARTICLE X

VACATION SCHEDULE

- 10:1 All twelve (12)-month employees shall receive ten (10) days vacation upon completion of one (1) year's service.
- | | |
|---------------------------|-----------|
| Over 5 years to 10 years | - 12 days |
| Over 10 years to 15 years | - 15 days |
| Over 15 years to 20 years | - 19 days |
| Over 20 years | - 20 days |
- 10:2 New employees hired prior to January 31 shall accrue vacation time.
- 10:3 Vacation time shall be taken subject to the approval of her immediate supervisor.

ARTICLE XI

POSTING PROCEDURES

- 11:1 All notices of vacancies shall be posted as far in advance as possible; except in emergencies, at least fifteen (15) days before the date when applications must be submitted.

ARTICLE XII

EVALUATION

- 12:1 All employees shall receive written evaluations of their job performance by their immediate supervisor and acknowledge same no less than twice a year.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

13:1 Death in Family Allowance

All employees of the Board of Education, in the event of death in the immediate family shall be granted allowance with pay for attending the death or funeral hereinafter stated:

A. An allowance of five (5) days shall be granted in case of death in any of the following:

1. Employee's parents, spouse, children, brothers and sisters
2. Legally adopted members of the family and step-relationships as outlined in number 1.

B. An allowance of five (5) days shall be granted to attend the funeral of the parents of the employee's spouse.

C. An allowance of three (3) days shall be granted to attend the funeral of any of the following:

1. Uncles, aunts, grandparents and grandchildren of the employee
2. Brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law of the employee.

13:2 Personal Business

Each full-time employee shall be allowed an absence of two (2) days each year with full pay for personal business at the discretion of the Superintendent of Schools. The employee need not state the reason for requesting a personal business day unless the day is contiguous to a vacation period.

It is expected that the day will be used for personal affairs which cannot be done on other than a school day. In general, the situation should be such that the employee would otherwise take time off without pay. The employee must give at least three (3) days notice. Up to two (2) personal day per year, if unused may be applied to accumulated sick leave.

13:3 Professional Business

There shall be two (2) professional days granted at the discretion of the Superintendent.

ARTICLE XIV

EXTENDED LEAVE OF ABSENCE

14:1 Leave of Absence - Without Pay

A one (1) year's leave of absence may be granted without pay upon the recommendation of the Superintendent and approval of the Board of Education. The employee may request an extension of one (1) year's leave of absence in writing. Said extension may be granted without pay upon the recommendation of the Superintendent and approval of the Board of Education.

If the employee desires to return prior to the time determined by either leave of absence, he may be permitted to do so upon sixty (60) days' written notice of intent to return and recommendation of the Superintendent and approval of the Board of Education.

14:2 Leave of Absence - Professional Improvement

When an employee is granted an extended leave of absence for the purpose of professional improvement in the area of employment, said employee shall be granted salary determination as if she had been in continuous employment in the district upon the recommendation of the Superintendent and approval of the Board of Education.

14:3 Nothing herein prevents utilization of sick leave by pregnant secretaries subject to federal and state laws. Secretaries may utilize the provisions of 14:1 on the previous page.

ARTICLE XV

SICK LEAVE

15:1 All regular ten (10)-month employees shall be allowed ten (10) days absence due to personal illness each year without deduction from pay. Any unused sick days shall be accumulated.

All regular twelve (12)-month employees shall be allowed twelve (12) days absence due to personal illness each year without deduction from pay. Any unused sick days shall be accumulated.

15:2 All employees absent in excess of three (3) days may be required to attach a physician's certificate to the Absence Record and forward to the Central Office. In cases of questionable recurring absences, a doctor's certificate may be required more frequently.

15:3 In the event of extended illness after exhaustion of entitled sick leave, the differential between regular pay and substitute pay may be granted at the sole discretion of the Board for such days on extended illness. Such determination shall be on a case by case basis.

15:4: Should absence due to illness exceed the sick leave granted, full salary deductions shall be made as follows:

10-month employees - 1/200 of annual salary for each day of absence

12-month employees - 1/240 of annual salary for each day of absence.

15:5

Retirement/Sick Leave Benefit

Upon retirement from this district, a secretary will be reimbursed for unused sick leave if she has accumulated at least 120 sick leave days in 1984-85, and 110 days in 1985-86, and 100 days in 1986-87. Payment shall be based on 25% of the per diem rate for the 1st Step of the starting salary for their classification rate in their year of retirement.

ARTICLE XVI

PAYROLL DEDUCTIONS

16:1 The Secretary of the Board shall deduct from the paycheck of any employee, upon request of said employee, for any of the following, provided the employee has filed written authorization for such deduction on the appropriate authorization form:

1. A single unit dues deduction in the sum specified by the Association
2. Supplemental annuity deductions
3. Washington National Insurance Company of another designation of the Association.

ARTICLE XVII

INSURANCE PROTECTION

17:1 The Board agrees to pay the full cost for family coverage for all full-time employees for the U.C.R. Plan of Blue Cross, Blue Shield, Rider J and Major Medical for the school years July 1, 1984 thru June 30, 1987.

17:2 The Board will pay full cost for employee and family for a \$1.00 co-pay prescription plan.

- 17:3 The Board agrees to pay up to \$275.00 toward the annual premium of a dental insurance program for the 1984-85 school year. Secretaries shall contribute any premium cost in excess of \$275.00.
- 17:4 The Board agrees to pay up to \$300.00 toward the annual premium of a dental insurance program for the 1985-86 school year. Secretaries shall contribute any premium cost in excess of \$300.00.
- 17:5 The Board agrees to pay up to \$325.00 toward the annual premium of a dental insurance program for the 1986-87 school year. Secretaries shall contribute any premium cost in excess of \$325.00.
- 17:6 Secretaries retiring from Monroe Township Public Schools after twenty-five (25) years of service in the district will be accorded the opportunity to continue the health insurance coverage provided herein, at the Board of Education's expense, to the extent that the terms of the contracts and policies with the insurance carriers permit. Coverage will be for the employee and spouse where applicable at the time of retirement.

ARTICLE XVIII

1984 - 1985

SALARY SCHEDULE
FOR
SECRETARIAL AND CLERICAL EMPLOYEES

18:1

Step	Computer Accounts & Payroll Operators 12 Months	Secretaries 12 Months	Secretaries 10 Months	Clerks 12 Months	Clerks 10 Months
1	9,460	9,145	7,620	8,710	7,260
2	10,285	9,955	8,300	9,515	7,930
3	11,105	10,770	8,975	10,315	8,595
4	11,925	11,585	9,655	11,120	9,265
5	12,750	12,400	10,335	11,920	9,935
6	13,570	13,215	11,010	12,720	10,600
7	14,395	14,025	11,690	13,525	11,270
8	15,215	14,840	12,370	14,325	11,940
9	16,035	15,610	13,010	15,130	12,605
10	17,120	16,685	13,905	16,190	13,490

ARTICLE XVIII

1985 - 1986

SALARY SCHEDULE FOR SECRETARIAL AND CLERICAL EMPLOYEES

18:2

Step	Computer Accounts & Payroll Operators 12 Months	Secretaries 12 Months	Secretaries 10 Months	Clerks 12 Months	Clerks 10 Months
2	10,960	10,545	8,785	10,010	8,345
3	11,785	11,355	9,465	10,815	9,010
4	12,605	12,170	10,145	11,615	9,680
5	13,425	12,985	10,820	12,420	10,350
6	14,250	13,800	11,500	13,220	11,015
7	15,070	14,615	12,180	14,020	11,685
8	15,895	15,425	12,855	14,825	12,355
9	16,715	16,240	13,535	15,625	13,020
10	17,535	17,010	14,175	16,430	13,690
11	18,620	18,085	15,070	17,490	14,595

ARTICLE XVIII

1986 - 1987

SALARY SCHEDULE
FOR
SECRETARIAL AND CLERICAL EMPLOYEES

18:3

Step	Computer Accounts & Payroll Operators 12 Months	Secretaries 12 Months	Secretaries 10 Months	Clerks 12 Months	Clerks 10 Months
3	12,560	12,045	10,035	11,410	9,510
4	13,385	12,855	10,715	12,215	10,175
5	14,205	13,670	11,395	13,015	10,845
6	15,025	14,485	12,070	13,820	11,515
7	15,850	15,300	12,750	14,620	12,180
8	16,670	16,115	13,430	15,420	12,850
9	17,495	16,925	14,105	16,225	13,520
10	18,315	17,740	14,785	17,025	14,185
11	19,135	18,510	15,425	17,830	14,855
12	20,220	19,585	16,320	18,890	15,740

ARTICLE XIX

MISCELLANEOUS

19:1 Inclement Weather Schedule

When schools are closed due to inclement weather, no employee shall be required to work.

ARTICLE XX

DURATION OF AGREEMENT

20:1 This Agreement shall be effective as of July 1, 1984 and shall continue in effect until June 30, 1987.

20:2 This Agreement shall not be extended orally; and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement; and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

20:3 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

MONROE TOWNSHIP ASSOCIATION OF
EDUCATIONAL SECRETARIES

Roberta Di Donato
President

Barbara A. Donato
Secretary

MONROE TOWNSHIP
BOARD OF EDUCATION

Paul J. Gionta
President

David R. Fries
Secretary